

AGREEMENT

Between the

STATE OF CALIFORNIA

and the

CITY OF LOS ANGELES

R/W 4999-137

Covering the administration and control of certain Beach Areas for the purposes of operation as part of the State Park System.

This agreement made and entered into this            tenth            day of November, 1949, by and between the State of California hereinafter designated as "State" and the City of Los Angeles, a municipal corporation, hereinafter designated as "City",

W I T N E S S E T H:

That, WHEREAS State and City entered into that certain agreement dated the 12th day of December, 1947, pursuant to Ordinance No. 92503 as amended by Ordinance No. 92585 of said City; and

WHEREAS City has conveyed to State pursuant to said ordinances either by grant or quit-claim deeds those certain parcels of real property described in the aforesaid agreement under paragraph numbered one (1) thereof and also described in paragraph numbered one (1) hereof; and

WHEREAS paragraph numbered five (5) of the aforesaid agreement provides in part that "Immediately upon vesting of title in State to the parcels described in Paragraph 1, State shall enter into and execute a lease agreement with City;"

NOW, THEREFORE, in order partially to effectuate the purposes and the covenants contained in the aforesaid agreement, it is mutually understood and agreed between the parties hereto, as follows:

1. State, as Lessor, does hereby lease, let and demise unto City, as Lessee, all those certain premises in the County of Los Angeles, State of California described as follows, to wit:

City Parcel 1

Those portions of Section 3, 10 and 11, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo, as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, with the southwesterly line of the land described in deed to the Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County; thence southwesterly along said southwesterly line in all its various courses and curves to the southerly line of said Section 3; thence easterly along said southerly line of the northeasterly line of that certain parcel of land described in deed to the Pacific Electric Railway Company, recorded in Book 5822, Page 246, of Deeds, Records of said County; thence southeasterly along said northeasterly line in all its various courses and curves to the southerly line of said Section 11; thence westerly along said last mentioned southerly line to the ordinary high water mark of the Pacific Ocean; thence northwesterly along the meander line of said ordinary high water mark to said third course of that certain parcel of land described in deed recorded in Book 8175, Page 209, Official Records of said County; thence easterly along said third course in deed recorded in Book 8175, Page 209, Official Records of said County; to the point of beginning;

Also,

All that portion of the parcel of land (60 feet wide) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian;

Also,

All that portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company, (now Pacific Electric Railway Company) recorded in Book 1617, Page 310, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, excepting therefrom that portion of said parcel of land included within the 60-foot strip of land described in

Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3806, Page 107, of Deeds, Records of said County.

City Parcel 3

Lot A, Tract No. 8573, as per map recorded in Book 103, Pages 19 and 20, of Maps, Records of Los Angeles County.

City Parcels 4 and 5

All that portion of Block E of Resubdivision of a Portion of Playa Del Rey Townsite, as per map recorded in Book 7, Page 180, of Maps, Records of Los Angeles County, lying between the southwesterly prolongation of that certain course in the southeasterly line of Block A, said Resubdivision of a Portion of Playa Del Rey Townsite shown on said map as having a bearing of North 64°40' East and a length of 129.22 feet, and the southwesterly prolongation of the southeasterly line of Lot 11, Block 9, as shown on said map of a Portion of Playa Del Rey Townsite as having a bearing of North 64°43' East;

Also,

Beginning at the northeasterly corner of said Block K; thence South 29°57' East along the easterly line of said Block K to the southwesterly prolongation of the southeasterly line of Lot 11 said Block 9 hereinabove described as having a bearing of North 64°43' East; thence southwesterly along said last mentioned southwesterly prolongation to a point in a line parallel with and distant 125 feet southwesterly measured at right angles from said north-easterly line of Block E, said parallel line being the line described and fixed in agreement between the City of Los Angeles and E. Duncan, et al., said agreement being dated October 11, 1937, and filed as Agreement No. 9353 in the office of the City Clerk of Los Angeles; thence northwesterly along said parallel line to the northwesterly line of said Block E, or southwesterly prolongation thereof; thence northeasterly along said last mentioned prolongation and/or said last mentioned northwesterly line to the point of beginning;

Also,

All of Lot D of Del Rey Beach as per map recorded in Book 6, Page 186, of Maps, Records of Los Angeles County, EXCEPTING that portion of said Lot D heretofore condemned by the Los Angeles County Flood Control District in that certain action entitled "Los Angeles County Flood Control District, a body politic and corporate, vs David Burton Beggs, Del Rey Company, et al.," which is action No. 397091 in Superior Court of the State of California, in and for the County of Los Angeles, and which excepted portion of Lot D is the lands described in the amendment of said complaint in said action and designated in said amendment to said complaint as Parcel No. 130; the southwesterly or seaward boundary

of the lands hereby conveyed being the common boundary line between said Lot D and the tide lands of the City of Los Angeles as established by, and described in that agreement entered into between the City of Los Angeles, a Municipal Corporation, as party of the first part, and Del Rey Company, a corporation, as party of the second part, under date of the 2nd day of February, 1930, and which agreement was recorded as Instrument No. 789 on the 5th day of December, 1930, in Book 17030, Page 298 of Official Records of said County, said common boundary line being described therein as a straight line joining a point on the southwesterly prolongation of the northwesterly line of Lot D, Del Rey Beach as per map recorded in Book 6, Page 106 of Maps, Records of Los Angeles County, distant on said northwesterly line of Lot D and the prolongation thereof 96.57 feet southwesterly from the northeasterly corner of said Lot D, with a point on the southwesterly prolongation of the southeasterly line of said Lot D, distant on said southwesterly line of Lot D and the prolongation thereof 103.23 feet southwesterly from the southeasterly corner of said Lot D.

Also,

Lot P, Block P, Lot Q, Block Q, and Lot RR, Block R, Ocean Strand Tract, as per map recorded in Book 6, Page 147 of Maps, Records of Los Angeles County, and those portions of public streets shown as Tide Avenue, 40 feet wide, and as Salt Air Avenue, 40 feet wide, on said map, lying southwesterly of the northwesterly and southeasterly prolongation of the northeasterly line of said Lot Q.

#### City Parcel 2

All that portion of that certain strip of land shown as Marine Avenue on map of Playa Del Rey Townsite, recorded in Book 2, Pages 68 and 69 of Maps, Records of Los Angeles County, extending from the southwesterly prolongation of the northwesterly line of Lot A, Block 56, said Playa Del Rey Townsite to the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite, subject to easements of record for public street purposes; Also,

All that portion of that certain strip of land shown as "Boulevard" on map of M. L. Wicks Addition to the Town of Port Ballona as per map recorded in Book 23, Page 33, Miscellaneous Records of Los Angeles County, lying southwesterly of the northeasterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107, of Deeds, Records of said County, and extending from the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite to the northerly line of Section 3, Township 3 South, Range 16 West, San Bernardino Base and Meridian, subject to easements of record for public street purposes.

Also,

All natural and artificial accretions adjacent to the lands above described in Parcels 1, 3, 4 and 5, together with all natural and artificial accretions adjacent to Parcel 2 hereinabove described for playground, recreational and beach park purposes.

Approved, as in description  
Date MAR 31 1947  
Lloyd Aldrich, City Engineer  
By [Signature]  
Deputy [Signature]

2. The term of this lease shall be for the period of fifty (50) years commencing on the tenth day of November 1948, and ending on the ninth day of November 1998.

3. During the term of this agreement the City shall pay, or cause to be paid all costs for park, playground and recreational purposes for the developing, improving, maintaining, operating, controlling and using of said bench lands hereby leased and demised to the City and the State shall not, during the term hereof, be liable for any of said costs for said purposes.

4. City shall have the right to manage, improve, develop, maintain, operate, and control any and all of the said lands hereby leased and demised to said City, and said City shall be the judge of the necessity for, and may place or cause to be placed therein or thereon, any structures, improvements, buildings, additions or alterations, to present or future structures as said City may deem desirable to develop the said lands for the use, enjoyment and protection of the general public, provided however that such use and development of said lands shall conform to standards prescribed by any and all state laws applicable to State Beach Parks.

5. During the term hereof the City is hereby authorized to grant such concessions as are consistent with the purposes of this agreement to the end that greater use and enjoyment of the said lands may be provided all citizens of the State of California and all other persons entitled to use and enjoy said lands for the purposes set out in this agreement; and upon the granting of any such concessions the rights of the public shall thereupon become subject to such concessions agreements, and to such rules and regulations as may be promulgated by the City relative thereto, provided however any such concession shall be granted and/or administered in accordance with standards prescribed by State laws applicable to State Beach Parks.

6. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public as said City may deem fit and proper, and any collections, fees, charges or profits from any operation relative to said lands shall inure to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.

7. Any fixtures, structures, buildings, or additions thereto, placed by the City in or upon any of the lands hereby leased and demised to the City after the effective date of this lease shall remain the property of said City, and the City may remove the same at any time during the term hereof or, at the City's option, may remove any or all of the same within a reasonable time after termination of this agreement or any extension or renewal hereof, provided however, that State, at its option, may require City to leave any or all such improvements and/or structures in place upon written notice to City by State of its election to exercise such option not less than one (1) year prior to termination of this agreement as provided herein and provided further that should State so elect, State shall reimburse City the fair market value of any such improvements and/or structures retained by State; said value to be determined by appraisers mutually agreed upon.

8. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended or renewed,

renewed, or the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate this 11th day of

February, 1948

ATTEST:

J. L. Covington  
Executive Secretary

APPROVED:

W. M. L. Lamm  
Director of Natural Resources

APPROVED:

Director of Finance of the  
State of California

ATTEST:

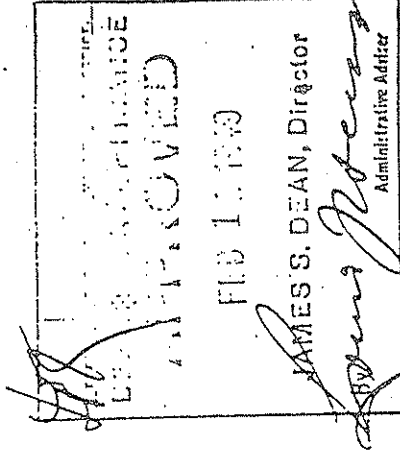
City Clerk  
City of Los Angeles

PREPARED BY <u>Frank W. H. H. H.</u>	DATE <u>2/25/48</u>
CHECKED	
APPROVED	
RELEASED <u>Frank</u>	<u>2/25/48</u>

- 7 -  
Approved as to Form

AUG 23 1948  
RAY L. CHESEBRO

By Charles F. Reich  
City Attorney  
Assistant City Attorney  
CHARLES F. REICH



STATE PARK COMMISSION of the  
State of California

By J. H. Woodward  
Chairman

CITY OF LOS ANGELES, a  
municipal corporation

Mayor  
By Ray L. Chesbro  
Mayor

APPROVED FOR EXAMINATION  
JAN 6 1949

RAY L. CHESEBRO, City Attorney  
By Ray L. Chesbro  
Assistant





LOS ANGELES, CITY OF  
AREA NORTH OF SANTA MONICA  
(AMENDMENT TO 50 YR. OPERATING AGREEMENT)

*2d Amendment*

THIS AMENDMENT made and entered into this 26th

day of November, 1951, by and between the State of California, acting by and through the State Park Commission, of the State of California, hereinafter referred to as "State" and the City of Los Angeles a municipal corporation of the State of California, hereinafter referred to as "City".

W I T N E S S E T H:

WHEREAS a 50 year operating agreement was entered into on the 30th day of December 1948 by and between the parties hereto, and

WHEREAS it is agreed that the parties to said agreement dated December 30th, 1948 and the parties hereto are the same and identical parties, and

WHEREAS it is desired by both parties to amend said agreement dated December 30th, 1948 as provided for therein by adding additional property thereto, and

WHEREAS said amendment will be to the best interest of the State Park System and City in creating an immediate accurate compliance with the intentions of the parties hereto.

NOW THEREFORE it is mutually agreed by and between the parties hereto that said agreement dated December 30, 1948 be and the same is hereby amended as follows:

By adding to said agreement immediately following the sub-paragraph designated "Parcel 3" in paragraph 1 on page 2 thereof the following, to-wit:

"Parcel 3a. All that filled tide or submerged lands filled or unfilled, to-wit:

Beginning at a point on the ordinary high water mark of the Pacific Ocean, which point bears S. 34° 14' 34" W., 26.22 ft. from a 2 inch iron

Approved, as to authentication  
Date OCT 26 1951

Lloyd Akkash, City Engineer

By R. B. HALSTED

Deputy *Chief*

1 pipe identified as the most easterly corner of  
2 Lot 6 of Tract No. 10426 as recorded in Map Book  
3 165, Pages 11 and 12 of the Records of the County  
4 Recorder of Los Angeles County, thence from said  
5 point of beginning along the said ordinary high  
6 water mark S. 42° 52' 44" E., 226.86 ft.; S. 58°  
7 23' 33" E., 15.26 ft.; S. 80° 42' 24" E., 55.73  
8 ft.; S. 77° 44' 07" E., 23.53 ft.; S. 61° 06' 46" E.,  
9 66.24 ft.; S. 63° 26' 06" E., 134.16 ft.; S. 59° 48'  
10 07" E., 141.15 ft.; S. 60° 32' 30" E., 124.03 ft.  
11 and S. 60° 51' 57" E., 69.83 ft.; thence across  
12 artificially accreted tide land S. 29° 08' 03"  
13 W., 75 ft. more or less to the line of mean high  
14 tide as it exists from day to day, thence northerly  
15 and westerly along the said line of mean high tide  
16 as same exists from day to day to a point which  
17 bears S. 34° 14' 34" W., 200 ft. more or less from  
18 the point of beginning; thence across artificially  
19 accreted tide land N. 34° 14' 34" E., 200 ft. more  
20 or less to the place of beginning. Bearings, dis-  
21 tances and plane coordinates are based on the  
22 Lambert Conic Conformal Projection for Zone 5,  
23 California, as set out in tables published in U.S.  
24 Coast and Geodetic Survey's Special Publication  
25 No. 202 entitled "Triangulation in California, 1935".

26  
27  
28  
29  
30  
31  
IN WITNESS WHEREOF the parties hereto have caused  
these presents to be executed by their respective officers  
thereunto duly authorized, the day and year first above written.

ATTEST  
*J. H. Covington*  
J. H. Covington,  
Executive Secretary

State of California  
Acting By and Through Its  
State Park Commission

By *J. R. Knowland*  
J. R. Knowland, Chairman

APPROVED: ORIGINAL SIGNED BY

*Harvey J. Hammon*  
Director of Natural  
Resources

APPROVED:

City of Los Angeles, a Municipal  
Corporation, Board of Recreation  
and Park Commissioners

By *Ray L. Chesebro*  
Ray L. Chesebro, President

By *Ray L. Chesebro*  
Ray L. Chesebro, Secretary

Director of Finance	VALUE	DESCRIPTION
<i>Ray L. Chesebro</i>	100.00	100.00
DEPARTMENT OF FINANCE		
APPROVED		
City Clerk, 101 1/2 St. Los Angeles		
JAMES S. DEAN, Director		
By <i>James S. Dean</i> James S. Dean, Administrative Auditor		

Approved as to Form

*Ray L. Chesebro*  
RAY L. CHESEBRO  
City Attorney  
Deputy

By